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ABSTRACT

The collective bargaining agreement between Lincoln University and the university chapter of the American Association of University Professors (AAUP) is presented covering the period September 1, 1986 through August 31, 1988. The following 20 articles comprise the document: recognition; definitions; purpose of agreement; university administration; chapter service items; governance; no discrimination; personnel files; no strike, no lockout; academic freedom; academic tenure; standards and procedures; workload; grievance procedure; faculty retrenchment; salary and compensation; librarians; legislative action; miscellaneous; and duration. "Side understandings" are appended regarding faculty housing, faculty salary payments, summer session tuition, no action taken against faculty due to a previous work stoppage, and teaching days lost due to the work stoppage. A salary dues deduction authorization form is also attached. Additional exhibits are provided pertaining to faculty, departments and divisions of study, appointments, promotion, severance, academic freedom, leaves of absence, and amendments to and distribution of the agreement. (LB)

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COLLECTIVE BARGAINING AGREEMENT

between

LINCOLN UNIVERSITY
of the Commonwealth System of Higher Education

and

LINCOLN UNIVERSITY CHAPTER
of the American Association of University Professors

September 1, 1986

to

August 31, 1988

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COLLECTIVE BARGAINING AGREEMENT

between

Lincoln University and LUC-AAUP

AGREEMENT

This Agreement made and entered into and effective this 1st day of September, 1986, by and between LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("Lincoln") and THE LINCOLN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS ("LUC-AAUP").

ARTICLE I -- RECOGNITION

1.1. Lincoln recognizes LUC-AAUP as the "EXCLUSIVE REPRESENTATIVE" of the employees [of Lincoln] in the unit described below for the purposes of collective bargaining with respect to wages, hours and terms of conditions of employment:

> In a sub-division of the employer unit comprised of all full-time, full-salaried faculty including department chairpersons who hold the rank of Lecturer, Instructor, Assistant Professor, Associate Professor and Professor and all full-time professional librarians, and excluding graduate assistants, visiting faculty, Deans, Vice Presidents, Provost and the President, and all other administrators except those who hold the faculty rank as defined above and further excluding supervisors, first level supervisors, management and confidential employees as defined in Act 195.

ARTICLE II -- DEFINITIONS

2.1. "Faculty Members" as defined in this Agreement are those who are employed in the full-time service of Lincoln

with primary responsibility for an academic job assignment. Faculty shall also include those librarians holding faculty rank. Excluded from the term Faculty Members as defined in this contract are visiting faculty, Deans, Directors of Special Programs who do not hold faculty rank, Director of Co-op Education, Vice Presidents, Provost, President and Counsellors.

2.2. "Librarians" as defined in this Agreement are those who are employed in the full-time service of Lincoln whose professional services exclusively or primarily relate to the University Library. Excluded from the term as herein defined are secretaries, clerks, and all others except the professional staff of the Library.

2.3. The term "calendar day" as defined in this Agreement shall mean a day when classes or examinations are scheduled in accordance with the official University calendar.

2.4. Unless otherwise indicated in this Agreement, the masculine pronoun shall import the feminine, and the singular number shall import the plural whenever applicable.

2.5. A "visiting faculty member" as defined in this Agreement is hired to teach one course on a one-year contract or two or fewer courses on a semester contract.

2.6. Throughout this contract "reasonable notice" shall mean ten (10) days. When "reasonable notice" applies to situations where LUC-AAUP has made written requests to the University or the University has made written requests to LUC-AAUP, the notice period shall commence upon receipt of such request.

2.7. "Faculty rank" as defined in this Agreement shall be Professor, Associate Professor, Assistant Professor and Instructor.

2.8. "Temporary Contracts" as defined in this Agreement shall be contracts issued for a fixed period of employment and for no longer than one academic year.

2.9. "Temporary Position" as defined in this Agreement shall be a faculty position for which a temporary contract is issued.

2.10. Throughout this agreement the words "Chapter" and "AAUP" shall mean the Lincoln University Chapter of the American Association of University Professors (LUC-AAUP).

2.11. An eleven month faculty member shall be one whose job assignment requires an eleven month contract.

ARTICLE III -- PURPOSE OF AGREEMENT: ACCOUNTABILITY

3.1. The parties recognize that collective bargaining in good faith will further their common purpose of offering the best educational opportunities for Lincoln's students: by furthering Lincoln's tradition of rendering unique contributions to the Commonwealth, the Nation, and the world; by encouraging professional growth, scholarly interest, and effective teaching; by facilitating academic administration; and by developing the highest standards of academic excellence and due process within the Lincoln community.

3.2. Accountability. The University and LUC-AAUP join in complete agreement that superior and imaginative

instruction in a supportive atmosphere is Lincoln's most hopeful means of achieving the learning projected for our students. The learning cannot be taken for granted and, therefore, the University and LUC-AAUP will discuss new procedures for determining effectiveness and efficiency in our educational enterprise, and will negotiate the impact of such new procedures on wages, hours and working conditions.

ARTICLE IV-- UNIVERSITY ADMINISTRATION

4.1. The parties agree that pursuant to Section 5 of the Lincoln University Commonwealth Act of 1971, "the entire management, control and conduct of the instructional, administrative, and financial affairs of the University are . . . vested in the Board of Trustees under regulations established by the State Board of Education", and that, except where limited by Lincoln's by-laws and by the terms of this Agreement, the property, business and affairs of Lincoln shall be managed and controlled exclusively by the Board of Trustees.

4.2. As provided in Section 702 of Act 195, matters of inherent managerial policy reserved exclusively to Lincoln "include but shall not be limited to such areas of discretion or policy as the functions and programs of [Lincoln], standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel."

4.3. As further provided in Section 702 of Act 195, the University shall meet and discuss with the faculty and the

AAUP on policy matters affecting wages, hours and working conditions as well as the impact thereupon, upon request by LUC-AAUP.

ARTICLE V -- CHAPTER SERVICE ITEMS

5.1. LUC-AAUP shall be entitled to the use of meeting room, upon application to the appropriate authority, on the same basis as pertains to any group within the University.

5.2. LUC-AAUP shall have the right to post notices of its activities on bulletin boards in Lincoln University buildings, and LUC-AAUP shall have the right to use Facu mail boxes for distribution of official communications. L...-AAUP shall have the same right as is accorded to other University groups to make announcements at Faculty meetings or through public address systems wherever these exist.

5.3. Lincoln shall make available to LUC-AAUP, upon reasonable notice, such information and data in the sole possession of Lincoln's administration, relating to wages, hours, and terms and conditions of employment, that are necessary for the negotiation and implementation of this Agreement.

5.4. Twice each year Lincoln shall make available to LUC-AAUP the names, rank and salary for any newly-hired faculty: on or before August 1 (for fall hires); and on or before December 1 (for the spring hires). For any faculty newly hired for such semesters after these dates, Lincoln will give this data to LUC-AAUP when the signed commitment is received.

5.5. The designated representative of LUC-AAUP shall be offered a reasonable time on the agenda at the annual faculty orientation.

5.6. Lincoln University agrees to deduct in monthly installments the current collective bargaining dues of LUC-AAUP from the pay of those members of the unit who individually request in writing that such deductions be made upon an authorization card approved by Lincoln and attached hereto as Exhibit "A". The amounts to be deducted shall be certified in writing by LUC-AAUP and shall be remitted monthly to LUC-AAUP together with a statement containing the names of those from whom deductions have been made and the amount deducted for each. Each authorization may be revoked only during the period of 15 days prior to the expiration of this Agreement. When such deductions are made in accordance with the procedure above, LUC-AAUP shall be solely responsible in the event any member of the unit claims that the deduction and/or remission was improper.

5.7. Lincoln will be responsible for printing this Agreement and for distributing one copy to each member of the unit as promptly as possible after the Agreement is executed and to new unit members as they are hired.

5.8. The LUC-AAUP telephone number shall be listed in the campus directory.

5.9. LUC-AAUP shall have access to the use of University equipment at reasonable times and after reasonable notice, provided such does not interfere with the normal

operations of the University. LUC-AAUP shall pay the cost of all materials, supplies, and any other charge incident to such use, including postage and telephones.

5.10. Lincoln shall allow reasonable time to unit members for the processing of their grievances during normal working hours; provided that, any scheduled classes, stated office hours, or other academic or University commitments shall be made up as soon as is reasonably practicable.

5.11. The University shall provide LUC-AAUP with a copy of the annual budget request as approved by the Board of Trustees for submission to the Commonwealth of Pennsylvania and a copy of the annual audited financial report.

5.12. On the completion of the new classroom/faculty office building, the University will determine if there is any space available in one of the existing buildings for use by LUC-AAUP as an office for the payment of a suitable rent.

ARTICLE VI -- GOVERNANCE

6.1. The parties recognize and accept the By-Laws of the Lincoln University Faculty, as amended, and as they may be further amended by the Faculty and approved by the Trustees from time to time, as the legal instrument defining the role of the Faculty in the governance of the University. A copy of these By-Laws is attached hereto and incorporated herein as part of this agreement as Exhibit "B".

6.2. Nothing in this Agreement shall be construed to prevent or restrain further study and review of proposals for

improvement of the governance of the University through any constituent group or groups, including the Trustees, the administration, faculty, library staff, alumni, students, support staff or community.

6.3. The parties recognize that this agreement and the faculty by-laws shall govern individual faculty members and that the grievance procedures under the agreement are the sole method of resolving contract disputes.

ARTICLE VII -- NO DISCRIMINATION

7.1. The parties shall not discriminate against any Faculty Member or against any applicant for employment in positions in the Faculty by reason of age (as defined in the relevant statutes), race, creed, marital status, color, sex, religion, national origin, citizenship, or membership or non-membership in LUC-AAUP, provided that nothing herein shall be construed to allow non-members of LUC-AAUP to engage in votes or other union activities.

ARTICLE VIII -- PERSONNEL FILES

8.1. The University shall maintain only two (2) categories of personnel files for each member of the unit, except as modified in Section 8.8.

(a) There shall be a pre-employment file which shall contain all and only materials requested or received by the University in connection with the original employment of the member. Initial letters of recommendation shall be kept

confidential and kept exclusively in the pre-employment file. Other material submitted prior to the member's employment, with the understanding that it be kept confidential, shall be so kept in the pre-employment file. Copies of nonconfidential materials, such as transcripts, curricula vita, employment records or published materials received prior to the employment of the member shall be kept in the member's official personnel file described below. The pre-employment file shall be kept by the Vice President for Academic Affairs or his designee.

(b) There shall be an official personnel file which shall be maintained by the President's office. All official records concerning each member which are or may have been maintained by any administrative office or by the member's department shall, as soon as reasonably possible after execution of this Agreement, be surrendered to the President's office for inclusion in the official personnel file.

8.2. The official personnel file of each member shall include, but not be limited to, the following:

(a) Copies of nonconfidential materials from the member's pre-employment file as provided in Paragraph 8.1(a).

(b) Information relating to the member's academic and professional accomplishments thoroughly documented.

(c) Signed memoranda of discussions between the member and his Department Chairperson or other faculty

colleagues or administrators relating to evaluations of his professional performance.

(d) The member or the administration shall have the right to include any material relevant to the academic or professional performance of the member, provided that it is documented as provided in 8.2(b) above.

(e) Copies of all letters of contract, letters indicating future prospects of employment or promotion and a record of all data used by the Business Office for the member's salary, fringe benefits, deductions, and other financial information relevant to the member's salary payments.

(f) No material relating to activities separate from University commitments of the unit member shall be kept in this file.

8.3. All papers in a member's official personnel file shall carry the President's official stamp and the dates received in the President's office. Such papers shall be sequentially numbered.

8.4. The member shall be notified when any new material is placed in the personnel file. No anonymous material shall be placed in the member's file.

8.5. The official personnel file shall be available for examination and review by the member. Such review or examination shall take place at reasonable hours in an area designated by the President, and only upon prior notice to and in the presence of one who normally has custody of such file. In each file a log shall be kept of individuals who have had

access to the file. A member shall be permitted to make copies of materials in his personnel file at his own expense.

8.6. In addition to the unit member, only the President, the Department Chairman or the Chief Academic Officer shall have access to the official personnel file without the express written approval of the unit member. Committees and individuals responsible for the review and recommendations of members with respect to reappointment, promotion, tenure, grants, and other matters of faculty status, shall be granted access to the official personnel file with the express permission of the unit member. Such committees and individuals shall respect the confidentiality of such files. All individuals having access to personnel files shall maintain the contents of such files in confidence.

8.7. If a member alleges that some of the contents of his file are demonstrably false (excluding judgmental observations such as faculty, administration, and student evaluations), the following opportunities shall be available to the member:

(a) The member may include in the file any rebuttal material and evidence he chooses.

(b) The member may appeal to the President to have such material removed from the file and destroyed. Before rendering his decision, which shall be final and binding, the President shall meet with the Committee on Promotions, Tenure and Severance to review the material alleged to be false and all of the rebuttal material and evidence submit-

ted by the member. Should the Committee disagree with the decision of the President, it shall be so noted in the personnel file, stating its reasons. Permission for the Committee to examine the file for this purpose must be granted by the person whose file it is.

8.8. Nothing in this Section shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefits. Upon request, members shall be provided with adequate and appropriate information from their individual records to meet their stated needs. Such records may be filed separately in the appropriate offices provided that copies are maintained in the official personnel file.

ARTICLE IX -- NO-STRIKE-NO-LOCKOUT

9.1. During the term of this agreement there shall be no strike, stoppage of work, walkout, slow down, or refusal to work on the part of the faculty members. Lincoln shall not permit any lockout of faculty members during the term of this Agreement. Faculty members shall not engage in picketing at any location over contract grievances.

ARTICLE X -- ACADEMIC FREEDOM

10.1. Both parties incorporated by reference the 1940 Statement of Principles on Academic Freedom attached to this Agreement as Exhibit "C"; provided, however, that if there be any conflict between the referenced principles and

the By-Laws of the Lincoln University Faculty, the By-Laws shall control.

ARTICLE XI -- ACADEMIC TENURE

11.1. Both parties incorporate by reference the 1940 Statement of Principles on Tenure attached to this agreement as Exhibit D; provided, however, that if there be any conflict between the referenced principles and the By-Laws of the Lincoln University Faculty, the By-Laws shall control.

11.2. The parties now agree that beginning July 1, 1979, the tenure review shall be made at the end of the faculty member's 6th year of full time teaching service at the University, and that if his appointment to his seventh such year is unqualified (i.e, not a terminal notice), he or she shall be considered tenured. This is not a policy to be applied retroactively before July 1, 1979.

ARTICLE XII -- ACADEMIC FREEDOM AND TENURE: STANDARDS AND PROCEDURES

12.1. The following regulations shall obtain at Lincoln for the protection of academic freedom and tenure and the requirements of academic due process.

12.2. The terms and conditions of every appointment to the faculty will be stated, confirmed in writing, and a copy of the appointment document will be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understanding, or any notices

incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

12.3. With the exception of special appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members on special conditions, all full-time appointments, to the rank of instructor or higher are of two kinds: (1) probationary appointments, and (2) appointments with continuous tenure.

12.4. Except for faculty members who have tenure status, every person with a teaching or research appointment of any kind will be informed each year in writing of his appointment and of all matters relative to his eligibility for the acquisition of tenure, including an annual recommendation about his status from his department chairperson.

12.5. Except for persons who have temporary appointments with a specified termination date, nonrenewal of any faculty member's contract shall occur only after the President has formally consulted the Committee on Promotions, Tenure, and Severance and after that Committee has consulted with the appropriate department chairperson or, in the case of a department chairperson, with the Provost.

The Committee on Promotions, Tenure, and Severance cited in this paragraph and hereafter in the other paragraphs of this Article means that part of the Faculty Standing Committee on Promotions, Tenure, and Severance which is elected by the faculty (namely, the three faculty members on the

Committee) to the exclusion of all other persons, and this definition shall supersede any other definitions for the purpose of this Article.

12.6. For probationary appointments, the following standards and procedures shall obtain, in addition to those set forth in amended Article III of the By-Laws of the Lincoln University Faculty:

(a) The Faculty member will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting renewal and tenure. Any special standards adopted by the faculty member's department will also be brought to his attention. The faculty member will be advised of the time when decisions affecting renewal or tenure are ordinarily made, and will be given the opportunity to submit material which he believes will be helpful to an adequate consideration of his circumstances.

(b) When a recommendation or a decision not to renew an appointment has first been reached, whether by the department chairperson, the Provost, the Committee on Promotions, Tenure, and Severance, or the President, the faculty member involved will be informed of that recommendation or decision in writing by the individual or body making the initial recommendation or decision, and, if he so requests, he will be advised of the reasons which contribute to that decision. The faculty member may request a reconsideration by the recommending or deciding body.

(c) If the faculty member so requests, the reasons given in explanation of the nonrenewal will be confirmed in writing.

(d) If a department chairperson or academic officer of the University makes the initial recommendation against renewal, the faculty member shall receive at his request a hearing before the Committee on Promotions, Tenure, and Severance.

(e) If a faculty member alleges that a recommendation against renewal by the Committee on Promotions, Tenure, and Severance was based on inadequate consideration, the Judicial Committee (as constituted in Article I, section 5 g of the Faculty By-Laws) shall review the allegation and determine whether the recommendation was the result of inadequate consideration in terms of the relevant standards of Lincoln University. Any member of the Judicial Committee who is also a member of the Committee on Promotions, Tenure, and Severance shall in this instance be replaced by an alternate, elected or appointed as appropriate. The Judicial Committee will not substitute its judgment on the merits for that of the Committee on Promotions, Tenure, and Severance. If the Judicial Committee believes that adequate consideration was not given to the faculty member's qualifications, it will request consideration by the Committee on Promotions, Tenure and Severance, indicating the respects in which it believes the consideration may have been inadequate. It will provide copies of its findings to the faculty member, the Committee on Promotions, Tenure and Severance, and the President.

(f) If a decision against renewal is made by the President, contrary to the favorable recommendation of the Committee on Promotions, Tenure, and Severance, the faculty member shall be granted upon his request the opportunity to present his case to the Judicial Committee (as constituted in Article I, section 5 g of the Faculty By-Laws), which after proper hearings and due deliberation shall deliver to the President a second advisory opinion on the merits of the case. Any member of the Judicial Committee who is also a member of the Committee on Promotions, Tenure, and Severance shall in this instance be replaced by an alternate, elected or appointed as appropriate.

12.7. If a faculty member on probationary or other nontenured appointment, other than a temporary or special appointment, alleges that a decision not to reappoint him was based significantly on considerations violative of (1) academic freedom or (2) governing policies on making appointments without prejudice with respect to race, sex, religion, or national origin, the allegation will be given preliminary consideration by the LUC-AAUP Grievance Committee, which will seek to settle the matter by informal methods. The allegation shall be accompanied by a statement that the faculty member agrees to the presentation, for the consideration of the Grievance Committee, of such reasons and evidence as the institution may allege in support of its decision. If the difficulty is unresolved at this stage, and if the committee so recommends, the matter will be heard by the Judicial Com-

mittee in the manner set forth in Article III, section 9 of the Faculty By-laws, except that the faculty member making the complaint is responsible for stating the grounds upon which he bases his allegations, and the burden of proof shall rest upon him. If the faculty member succeeds in establishing a prima facie case that the decision not to reappoint him violated the consideration recited above, it is incumbent upon those who made the decision not to reappoint him to come forward with evidence in support of their decision. However, the parties understand that the authority of the President with regard to the decision of termination or nonrenewal is final, provided the procedures set forth in this Article are complied with.

12.8. A faculty member may terminate his appointment effective at the end of an academic year, provided that he gives notice in writing at the earliest possible opportunity, but not later than 30 days after receiving notification of the terms of his appointment for the coming year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

12.9. For temporary contracts any special circumstances pertaining to the nature of the employment shall be noted on the contract. The time period shall be defined in advance for the employee and shall be stated in the contract between the University and the employee. There shall be a statement as to the reason the position is of a temporary nature.

12.10. Faculty holding a temporary position shall be considered Lecturers. No Lecturer shall automatically be given faculty rank, but may apply and be considered for a position which carries faculty rank.

12.11. No part-time faculty member shall automatically be given faculty rank, but may apply and be considered for a position which carries faculty rank.

12.12. The faculty has authorized the Committee on Promotions, Tenure and Severance to submit for faculty approval at the faculty meeting in November, 1986, a statement of the criteria it will use to assess faculty in preparation for recommending to the President persons for tenure and promotion.

ARTICLE XIII -- WORKLOAD

13.1. Academic Load. Although workload as defined herein relates to the faculty member's formal teaching obligations, it also describes what a faculty member contributes to Lincoln. The term embraces a faculty member's role in a broader range of activities, including formal and informal instruction, tutorials, advisement and counselling of students, original work or research, preparation of new courses and service on various campus committees. These responsibilities constitute a full-time demanding assignment for every full-time faculty member.

13.2. Lincoln operates on a two semester calendar over a 37 week period. Each semester - fall and spring con-

sists of 15-weeks including examinations. There are two summer six-week sessions.

13.3. The parties agree that in the event of a change in the academic calendar year a mathematical equivalent will be established by negotiations to the workload under this Article and that they will negotiate the effects of any such change on the wages, hours, and terms and conditions of the faculty members before its implementation.

13.4. (a) The faculty shall be required to teach the two semesters only with the basic teaching load set forth in section 13.5.

(b) Summer school salary. The salary payments assume a minimum class of 12 tuition-paying students (tuition remission students are not included) and for each semester credit hour are:

Instructor	$525
Assistant	$550
Associate	$575
Professor	$600

If the University permits a class with less than 12 tuition paying students, the salary of the faculty member shall be reduced on a pro rata basis; e.g., a full professor with a class of 10 such students would receive 10/12 X 600 = $500 for each semester credit hour. Any decision to cancel a class must be made by the University and communicated to the involved faculty member and department chairperson by the end of the first week of the session.

(c) No faculty member shall be required to teach four preparations in two consecutive semesters.

13.5. A three semester hour course shall consist of 42 class meetings per semester in periods of at least 50-minutes each which normally require three class hours per week. Four such courses (which also include an examination during the exam week) shall constitute the normal full load each semester or an equivalent of 12-semester hours in combination. A full load over the two semesters shall be 24 semester credit hours. While normally a faculty member will teach 12 semester credit hours a semester, the parties recognize that there may be times when the load will be unevenly balanced over the two semesters. Overload payments will be made pursuant to Section 16.1(f) below. Load practices in studio courses, physical education and coaching shall continue as at present. Additional exceptions may be allowed on agreement of the President and LUC-AAUP.

13.6. The University and LUC-AAUP are aware of the need to maximize the teaching resources and potential of the University and concur that although excessive class sizes for certain disciplines should be avoided, the University and Faculty should experiment with a mix of large lecture classes, medium sized lecture-recitation classes and smaller seminar-recitation classes.

13.7. In classes that are taught by teams of faculty, teaching credits shall be apportioned among the participating faculty by the Chief Academic Officer. These provisions do not imply that faculty members will not continue to contribute to the classes of their colleagues other than on a

semester credit hour basis. The faculty recognizes the fruitfulness of the interchange of ideas accomplished by guest appearances in each other's classes and intends to extend these professional courtesies as in the past.

13.8. Fourteen (14) days per semester devoted to supervised field work projects in Sociology, Community Services, or related fields shall be equivalent to a three (3) credit hour course.

13.9. Each three hour period of scheduled activities in courses in physical education, studio music, laboratory science(s) and reading and writing laboratories shall constitute two (2) semester credit hours.

Two scheduled language laboratory hours and supervised practice hours in music shall constitute one semester credit hour credit. Where such types of courses also include lecture hours, each hour of scheduled lecture is to be considered an academic credit hour.

13.10. A faculty member who receives a grant that is intended to pay for research time (with or without special teaching provisions included), shall either:

(a) have his workload reduced by a number of hours to which the research time shall be deemed equivalent; or

(b) receive the monetary benefits of the grant over and above his regular salary, if his teaching load is not reduced; or

(c) work out some combination of (a) and (b) to the mutual satisfaction of the faculty member, the Chief Academic Officer, and the department or departments involved.

13.11. (a) (i) The duties of the department chairperson in departments with more than three (3) full-time equivalent faculty members (including the department chairperson) shall constitute one three-semester-credit-hour course per semester. (ii) The duties of the department chairperson in departments with two (2) or three (3) full-time equivalent faculty members (including the department chairperson) shall constitute one three-semester-credit-hour course per academic year.

(b) All department chairpersons shall submit to the President's office for inclusion in the members' personnel file an evaluation of each full-time faculty member in his or her department on or before April 1 of each year.

(c) The chairman of each department shall be appointed annually at the time contracts are issued by the President in consultation with the principal academic offices of the institution and the chairman of the appropriate division. Department chairpersons will call and chair regular meetings of the department to carry out department business, such as initiating or revising courses, adding new staff, preparing the budget and advising students. They will invite student majors to these meetings and solicit their opinion on departmental matters. Chairpersons will convey department decisions and requests to the appropriate committees and

administrative officers, and shall keep student majors informed of important developments. Chairpersons will, whenever possible, arrange for visits of prospective faculty to the campus and convey to the principal academic officer the opinion of the department members and student majors with respect to the hiring of such candidates. Chairpersons will arrange for the advising of students who major or plan to major in the department. After consultation with all departmental colleagues, they will recommend to the principal academic officer the severance, promotion, advancement to tenure, and salary increases for members of the department. They will seek student opinion in promotion, tenure and severance, and they will inform department members directly concerned of the recommendations in regard to promotion, tenure and severance. They will submit annually, on or before May 31, and more often on request, a written report on the activities of the department including, but not limited to annual evaluation of instructional goals and objectives to the President and the principal academic officer.

13.12. Faculty who are responsible for coaching athletic teams and choreography will receive semester credit hour credit as set forth below:

	Fall Term	Spring Term
Baseball		3
Basketball (Men)		
Head Coach Varsity	6	3
Head Coach Junior Varsity	3	3
Basketball (Women)		
Head Coach	6	3
Cheerleading		
Coach	1	
Cross Country		
Head Coach	3	
Director of Intramurals	3	3
Soccer		
Head Coach	3	
Tennis		
Head Coach		4
Track (Head Coach)		
Indoor	1.5	
Outdoor		6
Wrestling		
Head Coach	3	3
Trainer	3	3
Volleyball (Women)	1.5	
Dance Troupe	3	3
Swimming (Coach)	3	3

13.13. Special undertakings (such as organization of symposia, scheduling of University sponsored displays, exhibits and other events, direction of dramatic performances, etc) that do not fall into any of the categories listed above shall receive semester credit hour credit on the basis of one semester credit hour for each 40 to 50 hours of actual time spent on the undertaking during the course of the semester.

13.14. (a) The director of student teaching in the Department of Education shall receive credit hour credit at the rate of four (4) semester credit hours for 1 to 10 students and six (6) semester credit hours for over 10 students.

(b) Faculty members in the cognitive area (not in Education) who observe student teachers shall receive teaching credit at the rate of two (2) semester hours per three (3) students.

13.15. Teaching faculty members shall maintain a minimum of six (6) office hours per week at such times as will accommodate to the needs of the students. The schedule of office hours for each faculty member shall be posted in such manner as to be easily observed by the students.

13.16. All daily course assignments for a faculty member must occur within 10 consecutive hours, unless otherwise approved by the affected faculty member.

ARTICLE XIV -- GRIEVANCE PROCEDURE

14.1. It is the declared objective of the parties to encourage the fair and equitable resolution of grievances. In

order to effect a prompt and efficient resolution of grievances, the parties shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances, in the interest of maintaining harmony and cordiality within the campus environment. The parties further agree that except as otherwise specifically provided in the Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of grievances. A grievance may be filed by an aggrieved member of the bargaining unit, an aggrieved group of members of the bargaining unit, or the LUC-AAUP. LUC-AAUP may present a policy grievance (one which affects more than one person) at any step of the grievances procedure prior to arbitration.

14.2. (a) A "grievance" is an allegation or complaint that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement or the By-Laws of the Faculty of Lincoln University which have been incorporated into the Agreement; or of any complaint alleging improper, arbitrary or discriminatory enforcement of existing rules, regulations, practices, and/or procedures relating to wages, hours, terms and conditions of employment.

(b) The term "grievance" shall not include:

(i) Complaints relating to the merits of the dismissal or suspension of faculty members, which matters are governed by the Lincoln University Faculty By-Laws, Article III, Paragraph 9.

(ii) Complaints relating to the merits of appointment, reappointment, promotions, and tenure, which matters shall fall initially within the jurisdiction of the initial standing committee on Promotions, Tenure and Severance (Faculty By-Laws, Article I, paragraph 5 (k)) and reviewable by the Judicial Committee (Faculty By-Laws, Article I, paragraph (g)).

(iii) Complaints relating to the merits of allegations of infringement of academic freedom, which shall fall within the jurisdiction of the Judicial Committee (Faculty By-Laws, Article I, paragraph 5 (g)).

14.3. Any grievance for which redress is not specifically defined in the Lincoln University Faculty By-Laws or in Articles VIII or XII hereof shall be subject to redress through the procedures outlined below, Steps 1 through 4.

Step 1. LUC-AAUP, a member of the bargaining unit, or a group of members of the bargaining unit may initiate a grievance in writing, to the Dean or appropriate Academic Administrator within ten (10) University calendar days after the occurrence giving rise thereto, or within ten (10) University calendar days of the date on which the grievant has learned or should have learned of such occurrence whichever is later. The Dean or appropriate Academic Administrator shall submit his answer within 10 calendar days of the receipt of the grievance.

Step 2. In the event there is no resolution of the grievance, at Step 1, the grievant or LUC-AAUP shall submit his grievance (with copy to responsible person in Step 1) to the Chief Academic Officer. Such written grievance shall be submitted within five (5) University calendar days after procedures in Step 1 have been exhausted. The Chief Academic Officer or his designee shall investigate the matter in such manner as he shall deem appropriate and shall submit a written report to the grievant and the LUC-AAUP (a copy to responsible person in Step 1) within ten (10) University calendar days of the date on which he received the written grievance.

Step 3. If the grievance is not suitably resolved in Step 2, the grievant or LUC-AAUP may, within five (5) University calendar days after receipt of the written decision from the Chief Academic Officer or his designee, submit a written appeal to the President. The President shall have ten (10) University calendar days following the receipt of such written appeal to submit a written response to the grievant, LUC-AAUP, the Chief Academic Officer, and responsible person in Step 1. It is agreed that in all cases of dismissal the faculty member and LUC-AAUP may go immediately to Step 3 of the grievance procedure. It is further agreed that each party to this agreement may submit a grievance to the other party, and, by mutual agreement, proceed immediately to Step 3.

Step 4. Arbitration. If the grievance is not suitably resolved in Step 3, LUC-AAUP but not a member of the bargaining unit, may within thirty (30) University Calendar

Days of the receipt of the written response in Step 3, notify the President of its intent to submit the grievance to binding arbitration. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall, forthwith, be submitted to the American Arbitration Association ("AAA"), and the AAA shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If no mutually acceptable selection is made by the parties after the elimination of the second list, the AAA shall appoint the arbitrator in accordance with its rules then obtaining. Anything herein to the contrary notwithstanding, individuals named by the AAA should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he is to have no authority to add to, subtract from, or modify this Agreement. Where there is a conflict between this Agreement and the By-Laws, the Agreement shall control. Further, in matters relating to decisions regarding faculty status or academic freedom, the authority of the arbitrator shall extend only to the procedures followed and not to the merits of such decisions.

In all cases, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitra-

tion Association then obtaining. The costs of arbitration will be shared equally by LUC-AAUP and Lincoln, but each party must bear its own cost of presenting its case to the arbitrator.

14.4. Anything herein to the contrary notwithstanding, filing of a grievance or appeal from any step of this grievance shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written mutual agreement, for any reason; and, provided, further, that a grievant shall not be penalized as to the time if he has been misled by the administrator.

14.5. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

14.6. The LUC-AAUP representative shall be advised by the administration of the existence of a grievance promptly after it is filed.

14.7. The LUC-AAUP representative shall be permitted to be present at any meetings which the administration holds with a grievant regarding his grievance, regardless of whether the grievant wants such representative to be there or not.

14.8. A LUC-AAUP representative shall be permitted to represent the grievant and, in any event, to represent and speak on behalf of LUC-AAUP's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself and LUC-AAUP shall not interfere with that right.

14.9. Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to LUC-AAUP as early as is possible and practicable.

14.10. Any settlement, withdrawal or disposition of a grievance at any step below Step 3 of the grievance procedure shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XV -- FACULTY RETRENCHMENT

15.1. Lincoln University shall meet and discuss with LUC-AAUP or its designee regarding any changes which will lead to retrenchment and thereby influence wages, hours and terms and condition of employment. Lincoln shall provide to LUC-AAUP accurate information, statistics and financial data related to retrenchment.

(a) If and when retrenchment notices are sent, concurrent copies of such notices shall be sent to the LUC-AAUP Contract Administrator.

15.2. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

(a) Insofar as possible, the process of natural attrition shall be used to retrench faculty.

(b) When in the opinion of Lincoln retrenchment becomes necessary and it cannot be accomplished totally by attrition, LUC-AAUP and the faculty members shall be notified prior to implementation and retrenchment shall be made as circumstances require.

(c) Before a faculty member is retrenched every reasonable effort shall be made to place him in another suitable position. By "suitable," the parties understand that it refers to available open positions for which the affected faculty is qualified, in the following order: (i) full-time academic position; (ii) full-time non-academic position; (iii) part-time academic position; (iv) part-time non-academic position.

(d) Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected faculty members shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

(e) Within the first three years of his retrenchment, a faculty member shall be given preference for any opening in the faculty at Lincoln, providing only that he is qualified. On his reemployment such person shall retain

all benefits he would otherwise be entitled to had he not been retrenched and shall not be considered a new employee; provided, however, that nothing herein shall be construed as authorizing the payment of retroactive benefits for the period the faculty member did not work at Lincoln.

(f) The University shall follow the due notice procedures as described in the Faculty By-Laws.

(g) The University agrees that in any retrenchment the process of natural attrition shall be insofar as possible the device used to retrench faculty, as set forth in subparagraph (a) above; accordingly the University agrees with respect to retrenchment within any department:

(i) No actual retrenchment (actual retrenchment means the actual termination of services not the notice of termination) shall occur within a department when a reduction in fulltime staff, equivalent to the reduction sought within the department by the University's retrenchment action, is actually scheduled to occur through retirement, resignation or the nonrenewal of nontenured faculty by the end of this agreement.

(ii) So also, once a department has suffered a reduction in full-time staff due to retrenchment, the University may not within the term of the agreement increase such staff without first offering positions to those who were retrenched, provided they are qualified.

ARTICLE XVI - SALARY COMPENSATION, AND FRINGE BENEFITS

16.1. (a) 1986-1987. (i) Each faculty member, other than those newly hired for the 1986-1987 academic year (who shall receive no adjustment in salary), will receive an increase in his or her salary level the greater of five (5) percent over his or her 1985-1986 salary or to the minimum salary level set forth in subparagraph (b) below. (ii) Effective for the 1987-8 academic year each faculty member other than those newly-hired for the 1987-8 academic year will receive an increase the greater of six (6) per cent over his or her 1986-7 salary or to the minimum salary set forth below. (iii) The University agrees to a Salary Equity adjustment of $100.00 to librarians effective for the 1986-7 academic year but not for the 1987-8 academic year.

(b) The following minimum salary levels are in effect during the term of this agreement:

	1986-7	1987-8
Professor	$32,000	33,000
Associate Prof.	27,000	28,000
Assistant Prof.	22,000	23,000
Instructor	20,000	21,200

(c) For promotions in rank a faculty member's annual increase will be doubled. For example, an associate otherwise entitled to a 4% across-the-board increase over his or her previous year's salary would receive the greater of an 8% increase or an adjustment to the Rank minimum for the following year if promoted to professor.

(d) Overload. The parties recognize that there may be times when an overload in excess of the 24 semester credit hours in 13.5 is required. Overload payments will be based on a faculty member teaching more than 24 semester credit hours over the two semesters. The payment for each semester overload is as follows:

Professor	550
Associate Prof.	500
Assistant Prof.	450
Instructor	400

(e) Underload. Alternate Service. If a faculty member teaches less than 24 semester credit hours over the two semesters, he shall be required so long as this deficit appears by the second week of the spring semester to work in alternate service to be assigned by the University on a 2 to 1 basis.

16.2. Effective October 1, 1983, the University converted its Massachusetts Mutual Health Insurance Plan to a self-insured plan, as discussed in negotiations, with the following modifications:

(a) Surgical, anesthesia, radiation, doctor's visits, lab and x-ray, and accident insurance payments will be at 80% of the reasonable and customary charges for such, after the deductible.

(b) Deductibles will be $200 for individual, $600 for family.

(c) Co-insurance limits will be 80% for the first $5,000, and 100% thereafter.

(d) Out patient surgery will be paid, by eliminating the deductible, i.e., paying 100%.

(e) There will be a free second opinion allowed for voluntary surgery.

In all other respects, i.e., dental, drugs, vision, life insurance, the coverage and participation will be unchanged.

(f) Premiums. The following are the premium levels for the plan, with the amount to be paid by the University duly indicated.

Plan	Monthly Premium	Amount Paid By University	By insured
Individual	100.87	100.87	0.00
Dependent-1	205.40	110.87	94.53
Dependent-2 or more	252.36	110.87	141.49

(g) Premium Increases. Any future premium increases above those set forth above for plans other than the individual (i.e., for the dependent plans) will be paid by the insured. Any such increases for the individual plan will be borne equally (50-50) by the insured and the University).

(h) The terms of such plans are incorporated herein by reference.

(i) Pursuant to the terms of the plans employees may withdraw or modify their coverage.

(j) Pursuant to discussions in the 1986 negotiations the University's health plan has been supplemented to include the "Family Health Plan".

16.3. Sabbatical leaves will be granted in accordance with the provisions of Article V, Sections 2 through 5 of the Faculty By-Laws. Such leaves shall be granted on the mutual consent of the President and the committee on Promotions, Tenure, and Severance to a maximum of 5% of the faculty in any given academic year. A minimum of one eligible faculty member shall be granted sabbatical leave each year and be so notified in writing by March 1st for the upcoming academic year.

16.4. Other Leaves:

(a) Unit members may be granted special leaves of absence by the President for limited periods of study, research, and professional improvement, or to render technical or professional or public service, or for reasons of health. Such special leaves of absence shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

(b) Special leaves may be granted without pay except for leave occasioned by: 1) jury duty, 2) death in the family, 3) service in reserve components of the armed forces, 4) service in the Pennsylvania or other state National Guard, and 5) participation in professional conferences and training sessions which are work-related. The President may grant leaves of absence with reduced pay for unit members who pursue graduate or post-doctoral courses of study. The President shall grant unpaid leaves for AAUP service.

(c) For all leaves granted by the University, sick leaves included, the University shall continue its contributions to all insurance programs for the balance of the semester.

(d) For leaves granted by the University, sick leaves included, that extend past the balance of the semester referred to in subparagraph 16.4(C), the University will permit the faculty member to continue to participate in the insurance programs under this Agreement. However, the faculty member is responsible for all contributions and the payment of all expenses.

(e) Full fringe benefits for faculty on sabbatical leave shall continue during the sabbatical.

(f) A unit member who has dropped his or her insurance coverage during the leave period, will be permitted to enroll in the University's plans subject to the terms and conditions of such plans.

16.5. Travel Expense: Unit members shall be permitted sufficient time away from their regular assignments for previously approved scholarly and professional purposes, subject to the following provision: It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled University activities in his absence. Such substitutes must have the prior approval of the department chairman. Money for such travel shall be authorized normally for the following purposes:

(a) To attend a professional conference or meeting pertaining to the academic interests of the faculty member. Limit of once per year. Lincoln shall pay for such faculty member's registration fee and documented expenses up to a maximum of $200.

(b) To serve in an official capacity or to make a formal presentation at such a meeting. Limit of once per year. Lincoln shall pay such faculty member's registration and documented expenses up to a maximum of $400.

(c) It is understood that the limit to reimbursement to one conference per year under subparagraphs (a) and (b) is an overall limit. Thus a faculty member is entitled to reimbursement to one conference per year whether attending under (a) or participating under (b).

16.6. Expense Allowance: Reimbursement for transportation, subsistence, lodging and registration fees shall conform to the standards promulgated by the Commonwealth of Pennsylvania. Every reasonable effort will be made to process travel expenses promptly.

16.7. Tuition. Lincoln shall offer free tuition at the University for spouse and children of full time unit members.

16.8. Housing. Existing housing benefits shall continue.

16.9. Parking. Unit members shall have free parking.

16.10. No fees or fines except as provided in this agreement or by the faculty by-laws.

16.11. Unless altered by this agreement, all existing benefits shall continue.

16.12. Lincoln faculty shall be given first option on all summer and special programs contracted by the University.

16.13. In the event that a faculty member is incapacitated by reason of bona fide illness, accident, pregnancy (but not maternity), or other conditions normally covered by sick leave for a period of more than three weeks, the said faculty member shall, while he is so incapacitated, continue to receive his or her full salary for a period of up to three months. If his incapacitation continues he shall receive 1/2 of his salary for another three months. During the time he is receiving his salary hereunder he shall continue to receive his proportionate share of the payment of fringe benefits from the University. The obligation to pay salary and for fringe benefits hereunder is based on the provision that the faculty member has been in the employ of the University at least one full year.

16.14. Nothing herein shall prevent the university from changing insurance carriers provided the new contracts provide equal or superior benefits to the faculty. The AAUP shall be provided with reasonable notice of any change in insurance carrier.

16.15. Grants-in-aid are available to full-time faculty members from the time of initial employment. Faculty may enroll in one course per semester tuition free provided

that this meets the approval of the Department Chairman and the Provost. This grant is available in an amount sufficient to permit the spouse and child of a full-time faculty member to attend Lincoln University tuition free. This Scholarship is applicable only to the charge for tuition, not fees, on a full-time, part-time or extra hours basis. It may be awarded in addition to other tuition scholarship, provided that the combined credit is not in excess of the total tuition charge for the trimester.

16.16. Participation in TIAA/CREF is optional for instructors and for ranks higher than instructor during the first two years of non-tenure employment. After the first two years participation is mandatory for ranks higher than instructor and for all others having tenure or upon acquiring tenure.

16.17. (a) The University & LUC-AAUP agree that it is beneficial to have the Fringe Benefit Committee. The Fringe Benefit Committee consists of an equal number of representatives to be appointed by the University and LUC-AAUP. The number to be appointed shall be agreed to between the University and LUC-AAUP but in no event shall be less than two representatives from each party. The Committee shall meet twice each semester.

(b) The Fringe Benefit Committee shall study the possibility of a modified retirement plan or that of the repurchase of tenure.

16.18. Merit Pay. Lincoln University shall make available to the faculty a merit pay pool of at least $5,000 per year for the 1986-87 and the 1987-88 academic years to be distributed in the form of merit awards for selected faculty. Such merit awards shall not accrue to base pay. The minimum award shall be $300 and the maximum award $500. The merit pay pool shall be allocated equally among the recipients; any balance will be returned to the pool for the following year.

(a) Merit awards shall be given in recognition of outstanding performance in one of the categories listed below:

1. Outstanding teaching.
2. Outstanding research, scholarship, publication or creative work.
3. Outstanding service to departments and programs, to the University or to the community.

(b) The Merit Selection Committee shall consist of the following members: One tenured and one non-tenured faculty member elected by each division; one member elected by the Master's Program faculty; one librarian, and the Vice-President of Academic Affairs. The committee shall select its own chairperson. The committee shall be announced at the September faculty meeting. This committee shall recommend to the President faculty members deemed worthy of a merit award. All recipients must come from this list only.

The Merit Selection Committee shall establish an annual calendar, develop guidelines consistent with this agreement, prepare an annual report which lists all faculty members who are recommended for awards with the reasons for the recommendation, evaluate the effectiveness of the selection process, and make recommendations for improvements of the Merit Pay System.

(c) Any full-time faculty member may nominate any other faculty member, including himself or herself, as a candidate for Merit Award consideration by notifying the Merit Selection Committee in writing prior to the announced deadline.

(d) In instances where the President does not concur with the recommendations of the Merit Selection Committee, he shall notify that committee in writing.

ARTICLE XVII -- LIBRARIANS

17.1. Faculty Status. All professional librarians are members of the faculty and shall hold faculty rank as Instructor, Assistant Professor, Associate Professor, or Professor.

17.2. Tenure and Sabbatical Leaves. Librarians shall be covered by the same tenure and sabbatical provisions as other faculty members, with credit toward sabbaticals and tenure accruing as of the date faculty rank was conferred.

17.3. Written Contracts. Librarians shall be covered by the same written contracts of appointment as other faculty.

17.4. Workload: Academic holidays and recess periods. Librarians shall be obligated to maintain adequate service based on the library schedule existing at the time of this agreement. Librarians shall be required to work an 11 month year. At least one librarian each year may take an additional month's vacation without pay. At least one librarian each year shall be allowed three months paid leave to pursue graduate study. Librarians shall be given the college academic holiday and recess periods provided for other faculty members. Scheduling of librarians, both weekly and monthly, including vacations, shall be at the discretion of the head librarian in consultation with the library faculty. If a librarian is required to work during academic holidays and recess periods he or she shall be given compensatory time off. Compensatory time may be accumulated and used at the discretion of the head librarian within twelve (12) months.

17.5. Promotion. The librarians shall be eligible for promotion in the same manner and fashion as other faculty members, except that they are understood to have different work loads.

ARTICLE XVIII -- LEGISLATIVE ACTION

18.1. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such

legislative action is taken. The parties, however, mutually agree to make such recommendations to the legislature which may be necessary to give force and effect to the provisions of this agreement.

18.2. Lincoln, with the cooperation of LUC-AAUP, will cause to be introduced and will lend its full support to the necessary proposed legislation.

18.3. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to renegotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

18.4. In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provision of such statutes or ordinances shall prevail and of any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE XIX - MISCELLANEOUS

19.1. Academic institutions exist for the transmission of knowledge, the pursuit of truth, the development of students, and the general well being of society. Free inquiry and free expression are indispensable to the attainment of these goals. Freedom to teach and freedom to learn are inseparable facets of academic freedom. The freedom to teach and

the freedom to learn depend upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. Members of the academic community should exercise their freedom with responsibility and should respect the general conditions conducive to academic freedom.

Accordingly, Lincoln University and LUC-AAUP commit themselves to the observance of the following propositions:

(a) All faculty and librarians are entitled to the rights and protections guaranteed by the Constitutions of the United States and the Commonwealth of Pennsylvania.

(b) All faculty and librarians are entitled to an honest and unprejudiced evaluation of their work and performance.

(c) All faculty and librarians are entitled to a fair hearing in any disciplinary proceeding.

(d) All faculty and librarians are entitled to access to those facilities and services of the University that are appropriate to their work with due regard for the rights of others.

(e) All faculty and librarians are entitled to the rights of free inquiry, free expression, and free association to assure academic freedom.

(f) All faculty and librarians shall scrupulously observe the privacy of personal files and privileged information. Such data shall be shared only with authorized personnel on campus and they shall be closed to people off campus unless consent be given to the person involved or

except when medical or legal circumstances make such disclosure mandatory.

(g) All faculty and librarians shall be informed of the rules that govern their conduct and of the expectation that is set for their performance.

(h) All faculty and librarians have the right and the responsibility to participate in institutional governance to the extent provided by the University By-Laws and Charter.

(i) All faculty and librarians have a speci. obligation to be accurate in their utterances to show respect for the opinions of others and, except when authorized to speak for the University, to make every effort to indicate that they are not institutional spokesmen.

(j) All faculty and librarians have the obligation to pursue the truth as they see it. No subsidiary interest shall be allowed to compromise their freedom of inquiry nor shroud the results of their thought in secrecy.

19.2. Notwithstanding anything to the contrary in the Faculty By-Laws, the Committee on Nominations shall make nominations for all elective posts at the last regular meeting of the academic year. Additional nominations may be made from the floor by any faculty members qualified to vote.

19.3. Standing Committees. Notwithstanding anything to the contrary in the Faculty By-laws, the standing committees listed hereafter shall be created annually. Elections to committees shall be held by ballot at the last regular faculty

meeting of the academic year, except that the Committee on Nominations shall be constituted at the first regular faculty meeting in the second semester. Except as otherwise specified, members of committees, whether elective or appointive, shall serve for one year, but shall be eligible for re-election or re-appointment. Vacancies occurring during the year shall be filled by election or by appointment, as may be indicated. The chairmen of each standing committee shall be elected by the members of the committee at their first meeting following election of the committee. Names of chairmen shall be reported to the faculty no later than the October meeting of the faculty.

19.4. This agreement is subject to ratification by the membership of LUC-AAUP and to approval by the University's Board of Trustees.

19.5. In the event of a consolidation of Lincoln University with any other educational institution or group or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of the Agreement shall be binding upon the surviving entity, to the extent allowed by law.

19.6. The University shall notify LUC-AAUP at least three (3) months in advance of closing, sale or merge of the University. Following such notice, the University will bargain, upon request, concerning the effects of the closing, sale or merger upon the faculty, which includes but is not limited to effects such as severance pay and combined employment rights.

19.7. The University will limit the use of part-timers to no more than 25% of the semester hours taught beginning in the Spring Semester 1983. In making this calculation, graduate programs and summer sessions are not counted.

ARTICLE XX -- DURATION

20.1. This agreement shall become effective September 1, 1986, and shall remain in full force and effect until August 31, 1988, and shall thereafter be continued in effect for one year unless notice of termination or desire to modify this Agreement is given in writing by either party, by registered mail, at least 180 days before said expiration date. Upon receipt of such notice, a conference shall be arranged between the parties to be held within ten (10) days after the receipt of said notice for the purpose of negotiating a new collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed

this Agreement and a duplicate of like tenor and effect on the date first above mentioned.

LINCOLN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

BY:

LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

BY:

Professor Charles Duncan
Lincoln University Chapter of AAUP
P.O. Box 122
Lincoln University, PA 19352

COLLECTIVE BARGAINING AGREEMENT
SIDE UNDERSTANDINGS

Dear Professor Duncan:

The University confirms the following understandings reached in the recently concluded negotiations with the Union.

1. Faculty Housing. Housing furnished to the following faculty members shall be valued as follows in computing the salary of the following faculty members:

De Forrest Rudd	$1,400
Donald L. Pierce	$1,300

2. Faculty Salary Payments. The elimination of the University's practice of advancing salary payments to faculty (other than librarians whose manner of payment shall not change), shall be phased in for the 1983-1984 academic year and completed effective with the 1984-1985 academic year, as follows:

   a. Election of 12 months or 9 months. Faculty shall elect to be paid their salary, over 12 months or over 9 months, by responding to a letter from the University's Business Office on or before July 31, 1983. This election shall remain in effect until June 30, 1985. New faculty members shall be allowed to make the election when they sign their contracts.

   b. 1983-1984.

      (i) For those choosing 12 months, salaries for 1983-1984 shall be paid in 13 equal installments, the first to be made on August 15, 1983 or as soon as thereafter as the University receives its August monthly payment if the Commonwealth has not then advanced such to the University but in no event later than August 31, and the 12 remaining installments to be made on the last day of each succeeding month,

the final and 13th payment to be made by August 31, 1984;

(ii) For those choosing 9 months, salaries for 1983-1984 shall be paid in 10 equal installments, the first to be made on August 15, 1983 or as soon thereafter as the University receives its August monthly payment, if the Commonwealth has not then advanced such to the University, but in no event later than August 31, and the remaining 9 installments to be made on the last day of each succeeding month, the final and 10th payment to be made by May 31, 1984.

(C) 1984-1985. Those who have elected to be paid over 12 months shall be paid in 12 equal monthly installments beginning September 30, 1984 and ending August 31, 1985; and those who have chosen to be paid over 9 months shall be paid in 9 equal monthly installments, beginning September 30, 1984 and ending May 31, 1985.

3. Tuition for both 1984 summer sessions will remain at current levels.

4. The University and LUC-AAUP agree that no actions will be taken against any faculty member because of participation or non-participation in the work stoppage of February 1, 1984.

5. All teaching days lost because of the work stoppage will be made up and it is further understood that faculty will be paid in the same manner as if the work stoppage had not occurred and with no interruption.

J. Freedley Hunsicker, Jr.

stoppage had not occurred and with no interruption.

J. Freedley Hunsicker, Jr.

SALARY DEDUCTION AUTHORIZATION

I hereby authorize Lincoln University to deduct monthly from my salary the regular annual dues of L.U.C. - A.A.U.P. and remit them to L.U.C. - A.A.U.P. I understand that this authorization is irrevocable for the term of the Agreement between Lincoln University and L.U.C. - A.A.U.P., or any extension thereof or successor thereto, except that it may be revoked on each anniversary of the Agreement, provided such notice is given in writing during a period which commences fifteen (15) days prior to the anniversary date.

Signed

Date

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ARTICLE I

The Faculty

1. Membership. The Faculty shall consist of the President, professors of all ranks, instructors, and lecturers. Administrative officers without faculty rank may attend all meetings of the Faculty except executive sessions, but are not eligible to vote nor for membership on standing committees except as hereinafter specified.

2. Powers. The Faculty shall prescribe, subject to the University Charter and to approval by the Board of Trustees, requirements for admission, courses of instruction, conditions of graduation, the degrees to be conferred, and rules and methods for the conduct of the educational work of the University. The Faculty shall be informed of important developments affecting the educational work of the University, including proposed capital expenditures and annual budgets. The Faculty shall recommend to the Board of Trustees candidates for degrees in course and for honorary degrees, and shall designate recipients of fellowships, scholarships, prizes and awards. Subject to the primary authority of the President, the Faculty may participate with the President, Provost, Deans, and other officers of administration in matters of student discipline through the committee structure hereafter defined.

3. Meetings. A stated meeting of the Faculty under the chairmanship of the President, shall be held monthly during the academic year. Additional meetings, including executive sessions, may be called by the President at his discretion, and shall be called by him on petition of any ten members of the Faculty. In the event of the absence of the President, the Provost shall preside at the meetings of the Faculty. The Faculty shall elect annually a secretary who shall keep a record of the proceedings of their meetings.

Robert's Rules of Order, Revised, shall be the authority for the conduct of the meetings.

Written notice of each meeting, whether stated or called, shall be circulated to each faculty member, giving the principal agenda for the meeting.

A majority of the voting members of the Faculty shall constitute a quorum. The President shall not be counted toward a quorum.

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4. Suffrage. The voting privilege shall be extended to all members of the Faculty who are in the full-time employ of the University.

The President shall have the deciding vote in case of a tie, but shall not vote otherwise.

5. Standing Committees. Except as specified, the standing committees listed hereafter shall be created annually. Elections to committees shall be held by ballot at the last regular faculty meeting of the academic year, except that the Committee on Nominations shall be constituted at the first regular faculty meeting in the second semester. Except as otherwise specified, members of committees, whether elective or appointive, shall serve for one year, but shall be eligible for reelection or reappointment. Vacancies occurring during the year shall be filled by election or by appointment, as may be indicated. Where the chairman is not designated, he shall be appointed by the President from the members of the Committee.

Students shall be invited to serve on committees as specified hereafter, or upon the invitation of any committee. The faculty members of each committee may determine whether or not student members shall be permitted to vote in that committee.

a. The Committee on Admissions, Academic Standing, and Financial Aid, composed of the Dean-Registrar, the Provost, the Dean of Students, as Admissions Officer, and four members elected by the Faculty.

b. The Committee on Athletics, composed of the Director of Athletics, two members elected by the Faculty, one member appointed by the President and three students.

c. The Curriculum Committee, composed of the Provost, the Dean-Registrar, three elected members, one from each of the divisions of study, and two students. Election of faculty members shall be for three years with terms expiring in successive years.

d. The Committee on Educational Policies, composed of the President (chairman), the Provost (vice chairman), the Dean of Students, and four members elected by the Faculty, one from each of three divisions of study and one at large. This committee shall meet from time to time with the Educational and Academic Matters and Student Welfare Committee of the Board of Trustees.

e. The Committee on Faculty By-Laws, composed of three members elected by the Faculty and two members appointed by the President.

f. The Committee on Honorary Degrees, composed of five members appointed by the President. This committee shall meet no later than November 1 to consider faculty recommendations for honorary degrees. It shall thereafter meet with a similar committee of the Board of Trustees for the purpose of making recommendations to the Faculty.

g. The Judicial Committee, composed of one member appointed by the President, and three non-administrative members with permanent tenure elected by the Faculty.

h. The Committee on Lectures and Recitals, composed of five members appointed by the President, and two students.

i. The Committee on the Library, composed of the Librarian, three members elected by the Faculty, one from each of the divisions of study, and two students.

j. The Committee on Nominations, composed of three members elected by the Faculty, one from each of the divisions of study.

k. The Committee on Promotions, Tenure, and Severance, composed of the President (chairman), the Provost, and three members elected by the Faculty, one from each of the divisions of study. Only faculty members on permanent tenure shall be eligible for election.

l. The Committee on Religious Activities, composed of the Chaplain, one member elected by the Faculty, one member appointed by the President, and two students.

m. The Committee on Research and Publications, composed of two members elected by the Faculty, one member appointed by the President.

n. The Committee on Student Health, Welfare composed of two administrative officers responsible for student affairs; five members elected by the Faculty, one of whom shall serve as chairman and shall vote only in case of a tie; and six students chosen from the three upper classes. The Committee shall be empowered to form a subcommittee to investigate, study, and evaluate student attitudes, behavior, health and general welfare. The University physician and psychiatric personnel shall be consulted as the need arises.

o. The Judicial Review Committee composed of three faculty members elected by the faculty and four students. The committee will be concerned with the disciplinary actions pertaining to students and advisory resolutions concerning student life and conduct.

6. Nominations. The Committee on Nominations shall make nominations for all elective posts at the last regular meeting of the academic year. Additional nominations may be made from the floor by any faculty members qualified to vote.

7. Special Committees. The President shall have the power to appoint special or ad hoc committees, except as provided by statute, to advise him or to assist him in the performance of his duties. The President shall appoint the chairman of each special committee, or may himself serve as chairman.

Special or ad hoc committees may also be created upon the request of a majority of those present and eligible to vote in any faculty meeting.

8. The President shall be ex officio a member of all committees.

ARTICLE II

Departments of Instruction and Divisions of Study

1. The chairman of each department shall be appointed annually at the time contracts are issued by the President in consultation with the Provost and the chairman of the appropriate division. He shall be responsible for coordinating the course within his discipline, and shall advise, in consultation with others in his department, students who major in his subject. He shall recommend to the Provost budgetary proposals for his department. He shall recommend through his divisional representative to the Committee on Curriculum, changes in courses offered in his department. He shall be consulted on, and may make recommendations concerning, appointments and promotions in his department. He shall submit annually a written report of his department's activities to the President, to the Provost, and to the divisional chairman.

2. Departments of instruction shall be grouped into the following divi ns of study: Division of the Humanities; Division c the Natural Sciences and Mathematics; Division of the Social ciences.

Each division shall elect a chairman from among its departmental chairmen during the fall semester of even numbered years. The divisional chairmen shall hold office for two years and shall be eligible for reelection.

Each division shall convene at least once each semester, for consideration of, and appropriate action on, matters common to the several departments. The divisional chairmen shall call such meetings and preside over them.

ARTICLE III

Officers of Instruction: Appointment, Promotion, Severance

1. The Committee on Promotions, Tenure, and Severance shall consult with the President on all faculty promotions, admissions to tenure, sabbatical and other leaves of absence, and severances.

2. Notification of non-reappointment or severance for the following academic year shall be made in writing by March 1, in the first year of appointment, by December 15, in the second year of appointment, and in subsequent years a full twelve months prior to termination of service. Instructors may be appointed or reappointed for two-year terms as well as one-year terms.

3. Instructors shall be on one-year appointment. Such appointments may be renewed from year to year. Any instructor serving four years shall be given written notice by the President as to prospects for promotion.

4. Assistant professors shall be appointed for a term not exceeding three years. They may be reappointed. Any assistant professor serving at that rank for four years shall be given written notice by the President as to prospects for promotion.

5. Associate professors and professors may be appointed for a term not exceeding three years upon their first appointment. Reappointment of associate professors and professors after three years' service in either rank shall automatically confer permanent tenure. The President may make initial appointments with permanent tenure in the rank of associate professor or professor after consultation with the Committee on Promotions, Tenure, and Severance. Promotion to the rank of associate professor or professor shall automatically confer permanent tenure.

6. All faculty members without permanent tenure who have been employed full time in the University in the rank of instructor, assistant professor, associate professor, professor, or any combination thereof, for a period of seven years shall be granted permanent tenure upon appointment for the following year. A new faculty member in the ranks listed in this paragraph, with three or more years of service as a full-time faculty member at any one other accredited institution of higher education, shall be granted permanent tenure upon appointment to a fifth year at Lincoln University.

7. Any full-time member of the faculty proposing to engage in remunerative work outside of the University during the academic year must file with the President a description of the nature and extent of the employment. Mutual agreement is expected. If the decision of the President is adverse, the faculty member may appeal through the President to the Board of Trustees.

8. Duties of members of the Faculty shall include attendance at faculty meetings and attendance in proper academic attire at all formal academic occasions scheduled by the University, unless relieved by special permission of the Provost.

9. No member of the Faculty shall be deprived of permanent tenure or be dismissed prior to the expiration of his term of appointment without adequate cause. Adequate cause shall consist of departure from commonly accepted standards of morality, neglect of duty, inefficiency, incompetence, or illegal conduct prejudicial to the University.

The President may himself initiate charges against a member of the Faculty. In all other instances complaints against a member of the Faculty shall be submitted in writing to the President. Upon receipt of such complaint the President shall cause an investigation to be made of said complaint, and if in his judgement the complaint states a <u>prima facie</u> cause for possible termination of tenure or dismissal prior to termination of appointment, he shall prepare a written statement of the charges together with a summary of the evidence in support thereof and serve a copy of same upon the accused faculty member and inform him of his right to a hearing before the Judicial Committee. If the accused disputes the charges or desires a hearing thereon, he shall within fifteen days from the receipt of the statement of charges serve a written reply thereto upon the President and request such hearing. Upon the receipt of the reply and request, the President shall within fifteen days thereafter convene the Judicial Committee to hear and act upon the

charges. The Committee shall choose its own chairman and establish its own rules of procedure, and the Committee shall set the date for the hearing. The accused and the President shall both appear before the Committee, and both shall have the right to present evidence, examine and cross-examine witnesses, and shall have the right to retain and be represented by counsel. A complete stenographic record of the proceedings shall be kept.

After the hearing the Judicial Committee shall render a decision. Such decision shall be final unless within fifteen days after the receipt of same the President or the accused appeals to the Board of Trustees. When such appeal is taken the President shall forward the appeal together with the stenographic record of the proceedings to the Chairman of the Board of Trustees for that Board's action. The decision of the Board of Trustees shall be final.

In the event of the disqualification of a member of the Judicial Committee, the President shall fill an appointive vacancy, and the Faculty an elective vacancy. Both the President and the accused may request that a member of the Judicial Committee be disqualified from the hearing for cause. The decision of disqualification shall be made by the other members of the Judicial Committee. A disqualified member shall be replaced as specified above.

10. Any faculty member who believes that his rights have been invaded or ignored by any other faculty member or administrative officer, and who is unable to obtain satisfactory redress within the Faculty or his department, shall have the right of appeal directly to the President. If the President's decision does not settle the matter to the Faculty member's satisfaction, he may present to the President an appeal addressed to the Board of Trustees, and this appeal, accompanied by the President's own statement, shall be transmitted by the President to the Board of Trustees for appropriate action.

11. Any member of the Faculty may retire at the end of the academic year in which his sixty-fifth birthday occurs. He must retire at the end of the academic year in which his sixty-eighth birthday occurs. The President may reappoint retired members of the Faculty on an annual basis with the approval of the Board of Trustees.

This section shall not apply to any member of the Faculty in the employ of the University whose fifty-eighth birthday has passed at the time of the adoption of the By-Laws. Such persons shall be governed by the earlier By-Laws, which specify that retirement must be enforced by the end of the academic year in which his seventieth birthday occurs.

ARTICLE IV

Academic Freedom

1. The teacher is entitled to freedom in the classroom in discussing his subject.

2. The teacher is entitled to full freedom in research and in the publication of the results, provided that these activities do not impede the adequate performance of his other academic duties.

3. In speaking or writing, the teacher is entitled to the same freedom and is subject to the same responsibility as attach to all other citizens.

4. Every member of the Faculty shall at all times pay the strictest regard to matters of professional ethics.

ARTICLE V

Leaves of Absence

1. All leaves of absence shall be granted by the President after consultation with the Committee on Promotions, Tenure, and Severance.

2. Members of the Faculty on permanent tenure, who have taught at Lincoln University on full-time appointment for six years, shall be eligible for a sabbatical year with half salary or a sabbatical half-year with full salary.

3. Sabbatical leave shall be granted in order of rank, seniority, and merit of proposed use of time, provided that application for leave be submitted in writing nine months before the beginning of the semester for which the leave is requested. The application shall contain a clear statement of the scope and particulars of the proposed use of time.

4. A teacher who is eligible for leave may waive his right to apply without losing his priority for such leave at a later date.

5. Faculty members on sabbatical leave may accept part-time employment, but remuneration for such employment plus sabbatical leave pay shall not exceed the regular salary for the period, except by special arrangement with the President.

6. Faculty members may be granted special leaves of absence without salary for limited periods of study, research, and professional improvement, or to render technical or professional service. Such special leaves of absence shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

7. Application for special leave shall be submitted in writing, in due time to permit the University to make the required curricular adjustments, or to provide for a substitute. The application shall contain a clear statement of the scope and particulars of the proposed research project or professional service.

8. Leaves requested for reasons of personal or public emergency shall be negotiated in the light of the exigencies of the case. They shall be without salary except in cases of personal illness or disability.

9. It is assumed that benefit will accrue to the University from all leaves other than emergency leaves. The interest of the University in the professional improvement and the scholarly prestige of faculty members is acknowledged. It is further assumed, however, that benefit accrues to the University only if the recipient of leave returns for an extended period of service. Whether with or without salary, a recipient of leave who does not return to the University for at least a full year following the expiration of leave, shall be considered in violation of an ethical obligation.

ARTICLE VI

Amendments

These By-Laws may be amended, repealed, or otherwise modified at any meeting of the Faculty by the affirmative action of two-thirds of the voting Faculty present at the

meeting, provided that the affirmative vote numbers more than a majority of the eligible voters of the Faculty, and provided also that notice of the action to be taken and the text of proposed amendments, portions to be repealed, or other modifications have been mailed to the voting members of the Faculty at least ten days before the meeting at which the proposed changes shall be brought to vote. All modifications of these By-Laws shall be subject to approval by the Board of Trustees.

ARTICLE VII

Distribution

A copy of these By-Laws shall be delivered to every member of the Faculty now in service or hereafter appointed, and every such person shall be governed by the provisions set forth.

NOTE: In a meeting of the Board of Trustees on March 2, 1965, it was stipulated that the Board of Trustees and the Administration would have three-years leeway before putting into force the new personnel policies regarding tenure, non-reappointment and severance which are contained in the Faculty By-Laws approved on that day.

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ACADEMIC FREEDOM AND TENURE

1940 STATEMENT OF PRINCIPLES

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends, specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

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Academic Tenure

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.